

## Solicitors' Journal &amp; Reporter.

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TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

## CURRENT TOPICS.

THE SUPREME COURT OF JUDICATURE (OFFICERS) ACT, 1879 (42 & 43 Vict. c. 78), comes into operation on the 28th of October next, and makes an important step in the road towards the amalgamation of the business of all the divisions of the High Court. It establishes a "Central Office of the Supreme Court," which is to comprise the business now carried on by the Record and Writ Clerks (Chancery), the Enrolment Office (Chancery), the Report Office (Chancery), the offices of the masters of the Queen's Bench, Common Pleas, and Exchequer Divisions, including the Bills of Sale Office, the offices of the associates of the same divisions, the Crown Office of the Queen's Bench Division, the Queen's Remembrancer's Office, the office of the Registrar of Certificates of Acknowledgments of Deeds by Married Women, the office of the Registrar of Judgments, and such other offices of the Supreme Court as may from time to time be amalgamated with the Central Office by rules of court. All the officers and clerks of those offices are transferred to the Central Office, together with "such of the existing officers employed under the registrars of the Probate, Divorce, and Admiralty Division as the judges of that division respectively select as necessary for the

performance of the duties to be performed in the Central Office." The Central Office is to be under the control of the "masters of the Supreme Court of Judicature," who, in the first instance, are to consist of the existing masters of the Queen's Bench, Common Pleas, and Exchequer Divisions, the Queen's Coroner and Attorney, the master of the Crown Office other than the Queen's Coroner or Attorney, the Record and Writ Clerks, and the associates of the Queen's Bench, Common Pleas, and Exchequer Divisions. Any vacancy in the office of master other than the master being the Queen's Coroner and Attorney or master of the Crown Office, is not to be filled up until the number of masters is reduced to eighteen; and ultimately the senior master of the Supreme Court is to perform the duties of the offices of Queen's Remembrancer, Registrar of Certificates of Acknowledgments, and Registrar of Judgments. The offices of Clerk of Enrolments and Clerk of Petty Bag are to be abolished on the occurrence of the next vacancy. All the details required for the carrying out of this Act are to be regulated by rules of court; but it is doubtful whether the rules will be completed by the time the Act comes into operation.

A CORRESPONDENCE, extending over a considerable period, has been carried on in the *Times* which has arisen out of the well-known difficulty experienced by those who wish to insure the attendance of their counsel when their cause is called on in court. In the Chancery Division the mode of setting down actions and making out the daily cause lists which has been in operation ever since the year 1852, has been found to answer reasonably well. It may be that the success, so far as it has been attained, has been due to the fact that each Queen's Counsel practising in that division attaches himself to a particular court, and the result is that in that court he is invariably to be found, unless absent at the Appeal Court or the House of Lords. Let the judges of the common law divisions not disdain to take example by this plan; let them try it for a year, and should it eventually fail, the failure can do no harm. The plan should be carried out as follows:—Let all actions in the three common law divisions be set down in rotation in six books, numbered from one to six, and let the courts in which they are to be heard be similarly numbered. Every solicitor would then know that his action in list No. 3 would be tried in No. 3 court, and he would watch the list of that court only. His counsel, when retained, would know the court in which this attendance would be required, and would have an opportunity of declining the brief. Such a plan might possibly induce counsel to attach themselves to one or other of the courts, or it might not; but in either case we should get one element of certainty which is now wanting. Whatever judge might sit in a court, he would hear actions taken from the list of that court and from no other. In the Chancery Division it may be true in some measure that Queen's Counsel attach themselves to a particular court because they prefer the particular judge; and this reason would not operate in the other divisions on account of the frequent changes which would take place in the personality of the judge of any particular court; but it cannot be said—certainly not without experiment—that the success of the plan depends upon that one distinction. The ample powers of transferring a batch of actions from one list to another, which are exercised in the Chancery Division, should be made available as part of the plan now suggested.

THE QUESTION what is general average and what particular average loss is one of importance to large classes of persons in this country, and the decision of the Queen's Bench Division in *Atwood v. Sellar* (27 W. R. 726, L. R. 3 Q. B. D. 342), sanctioning as it does a considerable alteration in the practice of average adjusters, has caused some unfavourable comment. The expense of re-shipping

cargo which has been unloaded for the purpose of repairing damages to the ship caused by perils of the sea, has hitherto by the English practice been charged as particular average on freight; it has been regarded as incurred not for the preservation of ship and cargo, but for the benefit of the shipowner to enable him to earn the freight. The Lord Chief Justice and Mr. Justice Mellor have decided that it is general average, as "an extraordinary expense for the benefit of the common adventure"; the master being taken as acting in the interest of the owner of the goods as well as of the ship. If the shipowner, having repaired, were at liberty, against the interest of the owner of the cargo, to decline to carry it on, then it would seem that his re-shipping the goods is *prima facie* to be taken as something done for the sake of the freight and not of the cargo. If, however, as seems to be the law, the ship having been repaired is bound to carry on the goods, if this is the best course in the interest of the owner of the goods, then the expense of re-shipment appears to be for the joint benefit of freight and cargo. But this is not the whole of the case. It may frequently happen that the interest of the owner of the cargo is to have his goods transhipped, and not wait for the repairs. In ordinary cases, however, he is not at liberty to do this; his cargo must wait, if the ship is being repaired, to be put on board again and earn the freight for the shipowner. Under these circumstances, it is a strong assertion that the re-shipment is an extraordinary expense for the common benefit, in the sense in which that expression has hitherto been understood for the present purpose. We admit that it does not follow, because the cost of re-shipment is general average, that the expense of repairs to enable the ship to complete her voyage should be so too. The shipowner is under no obligation at all to repair; whereas, if freight is relieved in part of the expense of re-shipment, it may be said that is because such expense arises from the performance by the shipowner of what is, in a state of circumstances occasioned by the common peril, his duty to the cargo. It is not, however, the fact that the state of circumstances in which this duty and consequent expense arises is purely occasioned by the common peril. The vice of the present decision, if it is wrong, lies in putting out of sight the connection between general average loss and common peril. The law has unquestionably been unsettled, and it is not easy to say that it has been rested on a surer principle than before.

A CASE is reported in America in which the question arose whether "contributory negligence" on the part of a co-employé would be a good defence for the master in an action by an employé for an injury received through the negligence of the master. It was held that the doctrine of contributory negligence referred only to negligence on the part of the person injured. It is obvious that a contrary holding would have given quite a new reading to the law with regard to common employment and the liability of masters. There are reported cases in which it has been assumed that the master's non-liability for injury through the acts of fellow-servants would cease if the master's own personal negligence were imported; and in *Morgan v. Vale of Neath Company* (33 L. J. Q. B. 260), Mr. Justice Blackburn expressly says: "If the master has by his own personal negligence or misfeasance enhanced the risk to which the servant is exposed beyond those natural risks of the employment which must be presumed to have been in contemplation when the employment was accepted, as, for instance, by knowingly employing incompetent servants or defective machinery or the like, no defence founded on this principle (i.e., the doctrine of common employment) can apply, for the servant does not, as an implied part of the contract, take upon himself any other risks than those naturally incident to the employment."

THE *Times* this week informs its readers, *à propos* of the Jews in Roumania, that "in England itself foreigners are subject to various disabilities. They are necessarily without political rights; they cannot become owners of real estate except for the purposes of personal occupation." The Naturalization Act, 1870, has not been long in dropping out of the recollection of our contemporary. That Act says that real and personal property of every description may be taken, acquired, held, and disposed of by an alien in the same manner in all respects as by a natural-born British subject.

THE *Boston Reporter* gives a very interesting judgment delivered by the United States Circuit Court, in California, last June. A Chinaman had been sentenced to a fine of ten dollars, or, in default, to be imprisoned for five days. Not having paid the fine, he was imprisoned at San Francisco, and while in gaol his queue was cut off by the prison authorities, under an ordinance of the city, passed in 1876, which declared that every male person imprisoned should have his hair cut off to the uniform length of an inch. The Chinaman brought his action against the sheriff for damages, alleging that the loss of the queue was, by the custom and belief of his people, attended with disgrace and mental suffering. The court held that the regulation constituted no defence, being in excess of the authority of the city legislative, and not required for sanitary or disciplinary purposes. It was also held to be a piece of special legislation contrary to the Constitution of the United States, which declares that no State shall deny to any person the equal protection of the laws. "The equality of protection," said Field, J., "thus assured to every one while within the United States, from whatever country he may have come, or of whatever race or colour he may be, implies not only that the courts of the country shall be open to him on the same terms as to all others for the security of his person or property, the prevention or redress of wrongs, and the enforcement of contracts, but that no charges or burdens shall be laid upon him which are not equally borne by others, and that in the administration of criminal justice he shall suffer for his offences no greater or different punishment. We are aware of the general feeling—amounting to positive hostility—prevailing in California against the Chinese, which would prevent their further immigration hither and expel from the State those already here. Their dissimilarity in physical characteristics, in language, manners, and religion, would seem, from past experience, to prevent the possibility of their assimilation with our people. And thoughtful persons, looking at the millions which crowd the opposite shores of the Pacific, and the possibility at no distant day of their pouring over in vast hordes among us, giving rise to fierce antagonism of race, hope that some way may be devised to prevent their further immigration. We feel the force and importance of these considerations; but the remedy for the apprehended evil is to be sought from the general Government, where, except in certain special cases, all power over the subject lies." The court said that the ordinance in question was intended only for the Chinese, and was not enforced against any others. "The reason advanced," said the learned judge, "for its adoption, and now urged for its continuance, is that only the dread of the loss of his queue will induce a Chinaman to pay his fine. That is to say, in order to enforce the payment of a fine imposed upon him, it is necessary that torture should be superadded to imprisonment. Then, it is said, the Chinaman will not accept the alternative which the law allows of working out his fine by imprisonment, and the State or county will be saved the expense of keeping him during the imprisonment. Probably the bastinado, or the krout, or the thumbscrew, or the rack, would accomplish the same end; and no doubt the Chinaman would prefer either of these modes of torture to that which entails upon him disgrace among his countrymen."

and carries with it the constant dread of misfortune and suffering after death. It is not creditable to the humanity and civilization of our people, much less to their Christianity, that an ordinance of this character was possible."

THE ACCOUNT of the receipts and expenditure of the Paymaster-General on behalf of the Court of Chancery, and of the National Debt Commissioners' Chancery Funds, and the report of the Comptroller and Auditor-General for the year ending the 31st of August, 1878, is just issued. The funds in court consists of £5,191,623 18s. 3d. cash, besides British and other securities of the nominal value of £67,287,678 13s. 11d. sterling, and other securities expressed in foreign currency to the value of 25,000 American dollars, 14,000 Dutch guilders, 9,275 francs, and 3,248,837 rupees, and making a total value of about £72,800,000. During the year over which the account extends, securities to the value of £7,901,922 8s. 2d., and £12,453,115 8s. 1d. cash, were transferred and paid into court, and the value of the securities transferred out of court was £7,636,691 18s., and the cash paid out amounted to £12,445,119 12s. 4d. A long list is given of the several securities in which the funds are invested, consisting in all of 330 different descriptions of stocks, shares, &c., sixty-four of which have been added to the list during the year. The accounts in the Chancery Paymaster's books numbered 34,889, being an increase from the previous year of 617, and the number of drafts paid was 49,992, being an increase of 1,533. The National Debt Commissioners have in their hands, or are liable for, £1,914,209 14s. 4d. of the cash appearing in the paymaster's books; and they have stock in hand in respect of this amount which represents a value of £136,744 15s. 5d. beyond their liability.

The following letter appeared in the *Times* of Wednesday last:—Sir,—I beg to suggest that the difficulties which have been pointed out in the *Times* as to the arrangement of the cause lists may be readily surmounted by the adoption of the plan that has been in successful operation in South Australia for more than thirty years—that is, that a "notice of trial" is given for the next civil sittings a fixed number of days before the sittings commence. When the actions for trial at the next sittings have been set down, a judge attends to settle the cause list; the solicitors are present, state their wishes, and inform the judge as to the nature of the cases; a certain number of actions are then fixed for trial on each day, so that the parties and their solicitors are informed that an action will be tried on a particular day, and will not be tried before that day. If from any cause the list becomes disarranged, it is settled afresh by the judge, and all parties have ample notice. To bring this system into operation here would be very easy, and might be effected somewhat in the following manner:—The long vacation ends on Friday, the 24th of October, and the Michaelmas Sittings commence on Monday, the 3rd of November; require that all actions for trial at the Michaelmas Sittings must be set down for trial on or before Monday, the 27th of October; on the following morning the judges would be informed of the number of actions for trial, say 800; eight or ten, or more, courts for the trial of actions should be arranged, and a separate list fixed for each of these courts; each court should sit from day to day until its list was got through, and after these lists were all disposed of there would be no further trial of actions until the Hilary Sittings. It would be far better that a judge should occasionally rise early than that the parties and their witnesses should be kept in London at a heavy expense, sometimes for weeks, as under the present system; while under the proposed system counsel would be able to make their arrangements free from the uncertainty that at present exists. That "close time" for debtors and defendants known as the long vacation will be upheld by strong influences, but I may remark that in South Australia a recess of two months during the intense heat of summer is found sufficient for all requirements.—I am, Sir, your obedient servant, H. B. T. SIKANGWAYS.—Temple, September 1.

## INJUNCTIONS TO RESTRAIN LIBELS.

### I.

"THE publication of a libel is a crime; and I have no jurisdiction to prevent the commission of crimes; excepting, of course, such cases as belong to the protection of infants, where a dealing with an infant may amount to a crime—an exception arising from that peculiar jurisdiction of this court." This was the language of Lord Chancellor Eldon in 1818 in the well-known case of *Gee v. Pritchard* (2 Swanst. 413), and it may be of interest to our readers to examine the subsequent decisions on the point.

Lord Eldon there laid down that he had no jurisdiction to grant an injunction to restrain the publication of a libel, the precise question before him being as to the right of publication of private letters. In the cases of *Martin v. Wright* (6 Sim. 297), *Seeley v. Fisher* (11 Sim. 581), and *Clark v. Freeman* (11 Beav. 112), the same limitation to their jurisdiction was recognized by Sir Lancelot Shadwell, Lord Cottenham, and Lord Langdale, and although the dictum of Lord Eldon in *Gee v. Pritchard* does not appear to have been cited on any of those occasions, the same principle was laid down in much the same language by each of these three eminent judges.

In *Martin v. Wright* the question was as to a celebrated picture by the plaintiff, which the defendant had copied on a larger scale and exhibited as a diorama, advertising it as "Mr. Martin's grand picture of Belshazzar's Feast." The plaintiff sought an injunction to restrain him from so doing, but Vice-Chancellor Shadwell, after deciding that the statutes specially applicable to the case would not justify him in granting an injunction until the right had been established at law, went on to say that, "with respect to the defendant representing his copy as Martin's picture, it must be either better or worse; if it is better, Martin has the benefit of it; if worse, then the misrepresentation is only a sort of libel, and this court will not prevent the publication of a libel." In *Seeley v. Fisher* the plaintiff had published a fifth edition of Mr. Scott's Commentary on the Bible after the author's death, while the defendants were publishers of a later edition, copied from the fourth, the copyright in which had expired; and in bringing out their edition the defendants accompanied it with an advertisement which contained disparaging remarks on the plaintiff's edition. Lord Cottenham, dissolving an injunction which had been granted by the Vice-Chancellor on the ground that the defendants had represented their publication to be the plaintiff's, said that, "although it was alleged that any additional or other matter which was contained in any edition subsequent to the fourth was spurious and of no value, that allegation, if untrue, was no subject for an injunction, although it might be the subject of an action, as being a libel on, or disparagement of, the plaintiff's edition." So in the much-discussed case of *Clark v. Freeman*, Lord Langdale, refusing an injunction at the suit of the distinguished physician Sir James Clark, to restrain a druggist from selling pills under the title of "Sir James Clarke's Consumption Pills," did so because, as he said, "I think the granting the injunction in this case would imply that the court has jurisdiction to stay the publication of a libel, and I cannot think it has."

The principle on which an injunction could not be granted to restrain the publication of a libel was discussed at some length in the House of Lords in a Scotch appeal (*Fleming v. Newton*, 1 H. L. C. 363), in which the respondent's name had been placed on the register of protests for non-acceptance and non-payment of bills of exchange and promissory notes, and an interdict had been granted by the Court of Session to restrain, so far as his name was concerned, the publication of a copy of the register. The appeal there was, indeed, one from a Scotch decision, but the argument proceeded on a comparison of the circumstances with a similar case in



English law, and Lord Cottenham, in delivering judgment, in which he reversed the decision of the Court of Session, treated the matter in a general way. "If it were necessary," said the Lord Chancellor, "to lay down a rule respecting the jurisdiction which has been exercised in this cause by the Court of Session in granting an interdict against the publication of libels, this cause would be one of the highest importance, and, in the present state of information submitted to this House, of the greatest difficulty; for it is impossible to read the observations of the learned judges in the court below without seeing that there is much want of precision in their observations upon the subject. But being, as I am, of opinion that the general question is not necessarily involved in the consideration of this appeal, I think it expedient, under the circumstances, to avoid giving any opinion upon that general question. I cannot, however, avoid expressing an earnest hope that, if this question should arise and require a decision in the Court of Session, and no distinct rule should be found already to exist upon the subject, the consequences of any rule to be established for the first time will be most carefully considered before such a rule is laid down; and particularly that it may be considered how the exercise of such a jurisdiction can be reconciled with the trial of matters of libel and defamation by juries under the 53 Geo. 3, c. 42, or, indeed, with the liberty of the press. That Act appoints a jury as the proper tribunal for trial of injuries to the person by libel or defamation; and the liberty of the press consists in the unrestricted right of publishing, subject to the responsibilities attached to the publication of libels, public or private. But if the publication is to be anticipated and prevented by the intervention of the Court of Session, the jurisdiction over libels is taken from the jury, and the right of unrestricted publication is destroyed." In the opinion of Lord Cottenham, then, the principle that to authorize a court of equity to take the matter into its own hands and grant an injunction in a case of libel would be to encroach upon the absolute right of a defendant in such a case to trial by jury, as well as to interfere with the liberty of the press, is the principle upon which the jurisdiction of the court is limited in this respect.

But while the bare question of the power to grant an injunction in cases of libel is thus decided, alike on principle and authority, in the negative, there are classes of cases in which the court will exercise jurisdiction which are not easily distinguishable from the above. While urging that no injunction could be granted in England in such a case as *Fleming v. Newton*, "an injunction is granted," said Sir Fitzroy Kelly in his argument for the appellant in that case, "to prevent an interference with property. The well-known case in which an injunction was issued to prevent the publication of certain private letters (*Gee v. Pritchard*), was one in which that publication was sought to be prevented on the ground that it was an interference with property." And in *Clark v. Freeman*, it was apparently not without some hesitation that Lord Langdale decided that there was no such right of property involved as to entitle the plaintiff to his remedy; while the present Lord Chancellor, in *Mazwell v. Hogg* (15 W. R. 467, L. R. 2 Ch. 307), has intimated that in his opinion there was such a sufficient right of property in a man's own name as would have justified Lord Langdale in deciding the other way. This observation has been the subject of unfavorable remark. So, again, where M. Kossuth manufactured, for circulation in Hungary, notes signed by himself in the name of the Hungarian nation, an injunction was granted, but on the ground of the injury in point of property to the subjects of the Emperor of Austria (*Emperor of Austria v. Day*, 9 W. R. 712, 3 De G. F. & J. 217). While admitting that the court had no jurisdiction to restrain a libel, as such, "I consider," said Lord Chancellor Campbell, "that this court has jurisdiction by injunction to protect property from an

act threatened which, if completed, would give a right of action," and Lord Justice Turner, in expressing his assent, observed, "I agree that the jurisdiction of this court in a case of this nature rests upon injury to property actual or prospective, and that this court has no jurisdiction to prevent the commission of acts which are merely criminal or merely illegal, and do not affect any rights of property."

There are other cases in which unauthorized statements have been restrained by injunction when they tended to produce injury to person or property. Of these cases a conspicuous example is *Routh v. Webster* (10 Beav. 561), where Lord Langdale restrained the provisional directors of a joint stock company, called "The Economic Conveyance Company," from publishing a person's name in a prospectus, as being a trustee of the company, without his authority. The liability in which the plaintiff might be involved by the conduct of the defendants was the ground on which the judgment was based, and the injunction was granted notwithstanding the promises of the defendants not to repeat their misrepresentations. "I think it was because there was an interference with property," observed Sir R. Malins, speaking of this case in *Springhead Spinning Company v. Riley*, 16 W. R. 1138, L. R. 6 Eq. 551, "that Lord Langdale did grant an injunction against the directors of a joint stock company publishing the name of the plaintiff as a director without his authority, and he put it on the ground that to allow his name to be used would throw a liability on him which, in other words, would affect his property." In *Bullock v. Chapman* (2 De G. & Sm. 211), Vice-Chancellor Knight Bruce declined, on an interlocutory application, to restrain a banking company from returning the plaintiff's name to the Stamp Office as a shareholder in the company, but the judge's language does not seem to imply doubt of the jurisdiction on the particular ground now in question. One great reason for not granting it was that no serious mischief was clearly established. The case of *Springhead Spinning Company v. Riley* was a somewhat peculiar one, and resulted in Vice-Chancellor Malins overruling a demurrer to a suit for an injunction to restrain the officers of a trade union from giving notice to workmen not to enter the plaintiff's service, by which course of conduct the plaintiff was injured, and the value of his property diminished. The Vice-Chancellor distinctly admitted that the acts complained of amounted to a crime at common law. Again, in *Dixon v. Holden* (17 W. R. 482, L. R. 7 Eq. 488), the same Vice-Chancellor granted an injunction to restrain the publication of a notice to the effect that the plaintiff was a partner in a certain firm which was bankrupt. The plaintiff there was, however, a large merchant. In a recent Scotch case, *Reid v. Sibbald*, reported in vol. 18 of the *Journal of Jurisprudence*, p. 392, an interdict was granted, in the Sheriff Court of Linlithgowshire, to restrain a trader from signing a name simulated from that of a sheriff's officer to notices which he had begun to issue to his customers requiring them to settle their accounts, and making absurd threats in quasi-legal language. The sheriff substitute appears to have considered that he had jurisdiction merely on the ground that the petitioner (the sheriff's officer) might be brought into discredit and contempt, and interfered with in the discharge of his duties, by the proceeding complained of.

The report of the Commissioners of Patents for 1878 was issued on the 4th inst.

On August 30 the Middlesex magistrates heard an appeal against the refusal of the justices acting in the St. Pancras Division to grant a public-house licence to a nominee of Messrs. Meux, the brewers, who were mortgagees in possession. It was stated that the principle laid down by the bench was to refuse to grant a licence unless a bond *de occupap* was produced. On the appeal, the licence was granted.

## STRICT CONSTRUCTION OF PENAL STATUTES.

A PENAL statute may be defined broadly as a statute by which a penalty is imposed for doing or not doing some specified act. Cases have, however, arisen where it has been held that certain statutes under which penalties are imposed are nevertheless excluded, so far as regards rules of interpretation, from the class of penal statutes. Such a case is that of *Stanley v. Wharton* (9 Price, 301). The argument turned upon the construction of 11 Geo. 2, c. 19, s. 3, which enacted that, if any person shall wilfully assist any tenant in fraudulently conveying away or concealing any part of his goods, every person so offending should forfeit and pay to the landlord double the value of the goods, to be recovered by action of debt. It was contended by counsel that the act in question was a penal statute. Graham, B., however, said, "This act is clearly distinguishable from those acts which impose penalties," and is "entirely and purely remedial." A similar point was taken in *Ex parte Pearson* (21 W. R. 688, L. R. 8 Ch. 667). There it was argued that the provision in the Bankruptcy Act which makes the seizure and sale of the goods of a trader under an execution for a debt of £50 an act of bankruptcy, is a penal enactment. The court ruled otherwise. "It has been argued," said James, L.J., "that this is a penal statute and ought to be strictly construed. I am of opinion that it is not a penal statute, and that it ought to be construed, like the Statutes of Elizabeth as to fraudulent conveyances, in such a way as to repress the mischief aimed at, and to advance the remedy." Perhaps, therefore, in order to fix the scope and intention of the well-known rule that penal statutes must be construed strictly, it may be necessary to divide such statutes into two classes—viz., those which create some disability or forfeiture, and those which create crimes. It is doubtless in regard to penal statutes of the latter class that the rule in question finds its strict and proper application. Assuming that to be so, what does the rule mean? In *Willis v. Thorp* (23 W. R. 730, L. R. 10 Q. B. 387), Blackburn, J., explains it thus: "When the Legislature imposes a penalty, the words imposing it must be clear and distinct." "No calamity," said Pollock, C.B., in the *Alexandra* case (2 H. & C. 509), "would be greater than to introduce a lax or elastic construction of a criminal statute to serve a special, but a temporary, purpose." The rule rests, as was said by another learned judge, "on the plain principle that the power of punishment is vested in the Legislature and not in the judicial department; for it is the Legislature, not the court, which is to define a crime and ordain its punishment." The origin of the rule may no doubt be traced back to a time when, by the doctrine known as "Construction by the Equity," remedial statutes were liberally construed, and their scope not unfrequently extended; while penal statutes were required to be interpreted with a Chinese precision, the result being that justice not seldom miscarried, and guilty persons were suffered to escape. Nowadays, there is a strong and growing tendency to apply to statutes of every class, without distinction, broad and liberal canons of interpretation, paying less regard to the letter of enactments than to their meaning and spirit. Owing to this tendency the authority and the practical importance of the rule we are considering have no doubt much diminished. Rightly understood, however, as intended to raise in matters criminal an impassable barrier between the functions of the judge and legislator, the rule embodies even now a useful canon of construction, and marks a distinction between remedial and penal Acts "which," in the words of Chief Baron Pollock, "ought not to be erased from the mind of a judge."

## Recent Decisions.

## REMOTENESS.

The extent to which our courts are fettered by authority received a striking illustration in a recent decision of the Court of Appeal in *Re Morley's Trusts* (L. R. 11 Ch. D. 455). The court applied the rule of perpetuity so as to defeat a testator's intention, notwithstanding that the doctrine was, in the view of the Lords Justices, on principle inapplicable and the decision which they felt bound to follow was pronounced by a court of co-ordinate jurisdiction so recently as 1870. A fund was bequeathed, after a life interest, in trust for the children of the life tenant, and the issue of children dying under that age leaving issue, which issue should afterwards attain twenty-one, or die under that age leaving issue at their decease, as tenants in common; and the issue were to take by way of substitution their parents' shares. If the gift to children could have been separated from the rest, as to an independent class, the substituted gifts to issue of children would alone have been void; and Vice-Chancellor Malins had so held upon the will actually in question in 1871. The Court of Appeal in the present case, however, while approving of the Vice-Chancellor's reasoning, considered that the judgment of their predecessors in 1870 had concluded the law otherwise, so that the whole gift failed.

Another point upon the doctrine of remoteness occurred in the present year before the Master of the Rolls in *Buckton v. May* (27 W. R. 527), in which, again, that distinguished judge felt bound by authority to decide contrary to his own view of sound principle. The question there was one of very general interest—whether a restraint on anticipation in an appointment to a female child, under a power given to the parent (as in the case of an ordinary marriage settlement), was void. It was so held in 1853 by Vice-Chancellor Wood, and several decisions of judges of first instance since that time have gone the same way. The Master of the Rolls was of opinion that the real point, whether in these cases the rule in favour of restraint was to override that against remoteness, or *vice versa*, had not been properly considered; and he thought that it was still open for the Court of Appeal. His lordship's own view (which, however, he was not at liberty to follow) was that the rule which was "applied to the universal ought also to be applied to the particular, so as to allow a daughter in such a case to be restrained from anticipation during the coverture." If the doctrine of restraint is to be logically carried out, we apprehend that this conclusion is right.

## SECURITY FOR COSTS.

In *Belmonte v. Aynard* (27 W. R. 789, L. R. 4 C. P. D. 221) it was decided that, upon an interpleader issue, security for costs can be required from that party only who is really in the position of plaintiff. The rule stated in *Lush's Practice* is that either the plaintiff in the issue, or the claimant, may, if out of the jurisdiction, be ordered to give security.

The recent case shows that the plaintiff is not liable as such; but only where he is, as between the parties to the issue, the real plaintiff. This test, so put, will be difficult of application; but it seems to let in another and easier test, which may or may not cover the whole ground, but is probably good so far as it goes. Where one party to the issue claims under or through the other party, so that in suing the holder of the property he would have to show the other's title, such claimant is ordered to give security. In *Belmonte v. Aynard*, the property was money in the hands of Aynard, to recover which Belmonte, of Hamburg, trustee in the liquidation of F. Gütschow, sued Aynard. Ford, representing a creditor of F. Gütschow, had got a garnishee order against the fund. On an interpleader summons taken out by Aynard,

Belmonte was made plaintiff and Ford defendant, and Ford asked that security might be given by Belmonte. Here it is clear Belmonte could have recovered from Aynard without any reference to Ford's claim; whilst Ford to recover from Aynard must have shown his own title through Belmonte or Gütschow. Therefore, for the purposes of applying the rule as to security in the issue, Belmonte was regarded as the party in possession, sued by Ford. The position was similar in *Williams v. Crosting*, a case referred to in the argument.

*Redondo v. Chaytor* (27 W. R. 701, L. R. 4 Q. B. D. 453) is a decision that a foreigner temporarily residing in England cannot be required to give security for costs. The rule at common law was already considered settled to this effect. In equity the cases were not so clear, owing to an ill-considered decision of Lord Romilly in *Ainslie v. Sims* (17 Beav. 57), and to the case of *Swanzy v. Swanzy* (6 W. R. 414, 4 K. & J. 237), before Vice-Chancellor Wood. It appears that the true equitable rule was—(1) the plaintiff must be actually out of this country to be liable to give security under the ordinary practice. This was in accordance with the rule at law laid down in *Tambisco v. Pacifico* (7 Ex. 816). (2) Where the plaintiff, with intention to deceive, gave a false description of his residence in his bill of complaint, he was, under a rule peculiar to equity, ordered to give security. This appears from *Calvert v. Day* (2 Y. & Coll. Ex. 217), and *Hurst v. Padwick* (12 Jur. 21).

The ordinary rule in equity is stated as answering to the rule at law in *Morgan and Davey on Costs*, p. 5.

### PRACTICE.

Among the recent cases upon points of practice we note the following:—

*Rutter v. Tregent* (27 W. R. 902) was an affirmation by Vice-Chancellor Bacon of the construction put upon the rules of pleading in *Harris v. Gamble* (26 W. R. 351). The question was as to the effect of the following statement in a defence:—"The defendants do not admit the correctness of the statements set forth in paragraphs 1, 2, 3, and 6 of the plaintiff's statement of claim, and require proof thereof." The judge held that this statement, which it was contended related only to the question of the plaintiff's title, was an admission for the purposes of a motion upon admissions in the pleadings of the paragraphs of the statement of claim referred to.

*Dollman v. Jones* (27 W. R. 877) was a motion for a new trial of an action in the Chancery Division which had been tried in the ordinary way before Mr. Justice Fry. The Lords Justices held that such a mode of appealing was inapplicable to actions in that division; and could only be resorted to where the judge had given a verdict upon issues of fact tried separately, as was done by the Master of the Rolls in *Krehl v. Burrell* (27 W. R. 234).

### BANKRUPTCY.

The case of *Ex parte Games* (40 L. T. N. S. 789), though it contains no new law, is of interest in a two-fold aspect. It is one of a long series of decisions which have been needed to convince people that future property can be effectually mortgaged. And in the second place, it repeats the rule emphatically pointed out by the Master of the Rolls in *Middleton v. Pollack* (L. R. 2 Ch. D. 104)—that the statute of 13 Eliz. has nothing to do with preferences as between creditors.

In 1874 a farmer gave a bill of sale of his present and future property to secure an existing debt and future limited advances. In 1878 he became bankrupt, and the county court judge, followed by the Chief Judge in bankruptcy, considered the security to be invalid as to the after-acquired property. There was no evidence in the circumstances of an intent to defeat or delay creditors.

The Lords Justices held that the deed was binding upon all the property which it purported to comprise, not being within the Statute of Elizabeth. It was not disputed that as a disposition by way of preference of a particular creditor, it might have been bad under the bankruptcy law; but the date of the transaction prevented this from being material.

### Reviews.

#### EARLY WRITS.

PLACITA ANGLO-NORMANNICA: LAW CASES FROM WILLIAM I. TO RICHARD I., PRESERVED IN HISTORICAL RECORDS. By MELVILLE MADISON BIGELOW. London: Sampson Low & Co.

Mr. Bigelow is an American barrister, who is, perhaps, best known in this country by the Index of Cases Overruled, a work of great utility, but requiring neither historical research nor literary style. The characteristic bent of his mind might more truthfully be inferred from his Leading Cases on the Law of Torts; but unfortunately that work is not without English competitors. On the present occasion, he first reveals himself as a genuine student of early history, familiar with the best authorities, and at the same time capable of throwing new lights upon a worn subject. Our own legal text-books rarely attempt to carry back the reader beyond the series of authoritative jurisconsults, which begins with the great names of Glanvill and Bracton. But the writings of the earliest jurisconsults presuppose the existence of a regular system for the administration of justice, about which we possess very little direct information. It has been Mr. Bigelow's object to collect from all available sources the original evidence for judicial procedure during the century and a half succeeding the Norman Conquest. This period forms the critical epoch in our legal history, when the judicial forms of Anglo-Saxon origin were gradually superseded by the principles of Norman jurisprudence. As Mr. Bigelow has well pointed out, the history of the King's Writ is the history of primitive English law. By the time of Glanvill, who was the justiciar of Henry II., the form of the writ or *breve* was first definitely fixed; and from that date up to the present day a writ of some sort has been the initial step in litigation. But the writ as given by Glanvill is neither the first nor the last stage in the growth of early common law procedure. Glanvill only gave permanent shape to the documents which for some generations previously had issued in rich variety from the Royal Chancery; while, on the other hand, the forms which he prescribed did not bind future chancellors, so as to admit of no modification. It is Mr. Bigelow's chief merit that he has here given us the original materials, drawn from charters, chronicles, and Domesday Book, for tracing the process by which the writ gradually developed its well-known phrases. He has also done an important service by pointing out in his introduction the effect of a clause in the Provisions of Oxford, promulgated in 1258, which prohibited the Chancellor from sealing new forms of writs without the express assent of the Council. Among the consequences of this prohibition he places not only the familiar "action on the case," based upon the Statute of Westminster (II.), but also the subsequent growth of the Chancellor's equitable jurisdiction. We are glad to observe that Mr. Bigelow promises to develop his introduction into a regular history of Anglo-Norman Procedure.

The session of the Institut de Droit International was opened at Brussels on the 2nd inst. Among the officers and members present were Sir Travers Twiss, Professor Holland, of Oxford, and Mr. Westlake, Q.C.



## Cases of the Week.

CASES BEFORE THE VACATION JUDGE.  
SEPTEMBER 3.

**COMPANY—WINDING-UP PETITION—STANDING OVER—WITHDRAWAL.**—In the case of *In re St. Bride's Welsh Slate and Slab Company* a petition by a creditor had been presented to wind up the company, and was in the paper for hearing. An application was made that the petition might be allowed to stand over for a week, as it was believed some arrangement for a compromise would be come to. Counsel for the company stated that no compromise would be come to, and that he objected to the petition standing over. Stephen, J., said he saw no reason why the petition need stand over, and thereupon the petitioner elected to withdraw his petition, and the same was accordingly dismissed with costs.

**COMPANY—DIVIDEND OUT OF CAPITAL—CONDITION PRECEDENT—ARTICLES OF ASSOCIATION—ULTRA VIRES.**—In the case of *Lovell v. London and Westminster Supply Association (Limited)*, a motion was made to restrain the company from paying a dividend recently declared, on the ground that certain prior conditions according to the articles had not been performed by the directors, and further, that it was a payment not out of profits. The directors, it appeared, had declared a dividend for the half-year ending the 30th of June, and their last balance-sheet had only been issued for the year ending the 31st of December, 1878. The plaintiff, who was the holder of a £5 preference share fully paid up, had been present at the meeting, and had objected to the payment of the dividend, but, notwithstanding this, the dividend was declared and the warrants had been partially issued. According to the articles it was contended that the directors were bound to issue a statement of accounts showing the position of the company before declaring a dividend; and, further, that even on their last balance-sheet a large loss and no profit was shown. The plaintiff relied on the cases of *Macdougall v. Jersey Hotel Company* (2 H. & M. 528); *Seaton v. Grant* (15 W. R. 420, L. R. 2 Ch. 459), and *Bloxam v. Metropolitan Railway Company* (16 W. R. 490, L. R. 3 Ch. 337), as showing that such an order could be made on the interlocutory application, that it was not a matter of internal management, and that the plaintiff's interest being small really did not affect the question. For the defendants it was, on the other hand, contended that the proper construction of the articles was in favour of what the directors had done, or that, at all events, the construction was too doubtful to entitle the judge to interfere at present, and that, on the balance of convenience, no order ought to be made. Stephen, J., said he must refuse the application. The matter was not without difficulty, but he could not see that the rendering of accounts was, according to the articles, a condition precedent to the declaration of a dividend. He thought the directors, under their general powers, and according to the general practice amongst companies, would be entitled to pay a half-yearly dividend as in the present case, and there was no doubt the shareholders as a body had consented to such payment. On the question of convenience, no doubt *Bloxam's* case was an authority in the plaintiff's favour, but he looked upon the circumstances in that case as quite different from those in the present. He should feel very loth to interfere with the motion unless he saw something had been done which was clearly *ultra vires*, as such an interference might seriously damage the company. There was this also to be considered, that if the directors had acted improperly they would be personally responsible to the plaintiff; and, therefore, on the whole, he should refuse the motion, and make the costs costs in the action.

**COMPANY—LIQUIDATION—JUDGMENT CREDITOR—ISSUE OF EXECUTION—POSSESSION OF SHERIFF—BANKRUPTCY ACT, 1869, s. 87—JUDICATURE ACT, 1875, s. 10.**—In a case of *In re St. Bride's Welsh Slate and Slab Company (Limited)*, a motion was made to discharge an order previously obtained, by which certain judgment creditors of the company were restrained from proceeding under execution obtained by them. It appeared that on the 13th of August over fifty

judgment creditors of the company had obtained judgment, all for sums under £50, against the company in the Haverfordwest County Court, and had the same day issued execution against the company. The bailiff of the county court took possession of the company's property on the morning of the 14th ult., and on the same day, but later, a petition was presented by a creditor to wind up the company, and a provisional liquidator was appointed, and an injunction was granted staying all further proceedings by the creditors under their executions. It was this order which it was attempted to discharge. The question was whether the recent case of *In re Printing and Numerical Registering Company*, before the Master of the Rolls (26 W. R. 627, L. R. 8 Ch. D. 535), governed the case, or whether the more recent authority, before Fry, J., of *In re Richards* (27 W. R. 530, L. R. 11 Ch. D. 676), was correct. Jessel, M.R., held that section 87 of the Bankruptcy Act, 1869, applied to a case where the sheriff received notice of a winding up within fourteen days, and that the proceeds of sale belonged to the liquidator. Hall, V.C., had previously held in *Ex parte Railway Steel Company* (26 W. R. 418, L. R. 8 Ch. D. 183) that the section did not apply to a winding up under the 10th section of the Judicature Act. Under these circumstances an order was now taken by consent that the bailiff should withdraw, that the provisional liquidator should sell a sufficient part of the property seized, to secure the creditors' debts and costs, and should pay that sum into a local bank to a joint account, and that the judgment creditors should retain the same priority against the sum so paid in and also the proceeds of sale of the other property seized by them as they would have had if the property had been sold by the bailiff. A similar interlocutory order was in fact made to that in *Re Printing and Numerical Company*.

## Appointments, &amp;c.

Mr. ALGERNON BATHURST has been appointed Revising Barrister for the Boroughs of Westminster, Chelsea, Marylebone, Finsbury, Hackney, and the Tower Hamlets. Mr. Bathurst was educated at Winchester. He was formerly Fellow of New College, Oxford, and he obtained the Vinerian Law Scholarship in 1846. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1848, and he practises in the Chancery Division.

Mr. RICHARD CAYLEY, Queen's Advocate of the Island of Ceylon, has been appointed Chief Justice of that colony.

Mr. CHARLES WILLIAM COLLIS, solicitor, of Stourbridge, has been appointed Registrar of the Stourbridge County Court (Circuit No. 23), in succession to Mr. John Harward, deceased. Mr. Collis was admitted a solicitor in 1849, and is Conservative Registration Agent for the district.

Mr. JOHN DIGHTON, solicitor, of Mitcheldean, has been appointed Registrar of the Newent County Court (Circuit No. 53), in succession to Mr. Charles James Cooke, resigned. Mr. Dighton was admitted a solicitor in 1875.

Mr. WILLIAM NORTON ELLEN, solicitor, of Camden Town, in the county of Middlesex, has been appointed Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women, for the county of Middlesex, and the cities of London and Westminster.

Mr. ARTHUR RICHARD JELF, barrister, has been appointed Recorder of the Borough of Shrewsbury, in succession to Mr. William Fenton Fletcher Boughey, appointed stipendiary magistrate at Wolverhampton. Mr. Jelf is the second son of the late Rev. Richard William Jelf, D.D., Principal of King's College, London. He was formerly a junior student of Christ Church, Oxford, where he graduated second class in classics in 1860. He was called to the bar at the Inner Temple in Easter Term, 1863, and practises on the Oxford Circuit, and Worcestershire, Staffordshire, Wolverhampton, and Walsall Sessions.

Mr. ALBERT LEWIS, barrister, has been appointed a Queen's Counsel for the Island of St. Vincent. Mr. Lewis was called to the bar at the Middle Temple in Hilary Term, 1870, and he was for several years a stipendiary magistrate and coroner in St. Vincent. He is now colonial registrar, and acting Attorney-General for the island.

Mr. MONTAGUE JOHNSTONE MUIR MACKENZIE, barrister,

who has been appointed one of the Counsel to represent the Board of Trade at Marine Enquiries and before the Wreck Commissioner, is the fifth son of the late Sir John Pitt Mackenzie, baronet, and was born in 1847. He was educated at Brasenose College, Oxford, where he graduated first class in mathematics in 1870, and he was afterwards elected a Fellow of Hertford College. He was called to the bar at Lincoln's-inn in Hilary Term, 1873, and he is a member of the South-Eastern Circuit.

Mr. WILLIAM ROBERT M'CONNELL, barrister, who has been appointed one of the Counsel to represent the Board of Trade at Marine Enquiries and before the Wreck Commissioner, was called to the bar at the Inner Temple in Easter Term, 1892, and practises on the Northern Circuit and at the Liverpool Sessions and Court of Passage.

Mr. GEORGE PHILIPPO, Attorney-General of Hong Kong, has been appointed Chief Justice of Gibraltar, in succession to the late Sir William Henry Doyle. Mr. Philippo was called to the bar at the Inner Temple in Hilary Term, 1862, having in the previous January obtained a certificate of honour of the first class. He was appointed Queen's Advocate at Sierra Leone in 1868, and Attorney-General of British Columbia in 1870. He was appointed a puisne judge for the colony of British Guiana in 1871, and he acted for several months as Attorney-General of Gibraltar. Mr. Philippo became a puisne judge for the Straits Settlements in 1874, and Attorney-General of Hong Kong in 1876.

Mr. ALFRED CHICHELE PLOWDEN, barrister-at-law, has been appointed Recorder of Much Wenlock, Salop, in the place of Mr. Thomas Sirrell Pritchard, deceased. Mr. Plowden was called to the bar in January, 1870, and is a member of the Oxford Circuit and the Staffordshire and Shropshire Sessions.

Mr. WILLIAM POTTER, barrister, who has been appointed one of the Counsel to represent the Board of Trade at Marine Enquiries and before the Wreck Commissioner, was called to the bar at the Inner Temple in Easter Term, 1861, and practises on the Northern Circuit and at the Liverpool Sessions and Court of Passage.

Sir DANIEL BROOKE ROBERTSON, barrister, K.C.B., has been created a Knight Commander of the Order of St. Michael and St. George. Sir D. Robertson is the son of the late Mr. Daniel Robertson. He was born in 1810, and he was called to the bar at Lincoln's-inn in Trinity Term, 1840. He was vice-consul at Shanghai from 1851 till 1853, and he was appointed consul at Canton in 1859. He was appointed consul-general at Shanghai in 1877, and he had been created a Civil Knight Commander of the Order of the Bath in 1872.

Mr. JAMES SEDDON, of the firm of Sale, Seddon, Hilton, & Lord, solicitors, Manchester, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the county of Lancaster.

Mr. JOHN SYMONDS, solicitor, of Cambridge and Cottenham, has been elected Clerk to the Chesterton Board of Guardians, Assessment Committee, and Rural Sanitary Authority, in succession to Mr. Frederick Barlow, resigned. Mr. Symonds was admitted a solicitor in 1877.

Mr. JOSEPH HOOLEY TORR, solicitor, of 66, Coleman-street, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the county of Middlesex, and the cities of London and Westminster.

Mr. JOHN EDWARD WALLIS, barrister, has been appointed her Majesty's Consul at Port Said. Mr. Wallis was called to the bar at the Inner Temple in Hilary Term, 1847, and was formerly a member of the Northern Circuit. He has been legal vice-consul at Cairo since 1874.

#### DISSOLUTIONS OF PARTNERSHIP.

CHARLES MYLNE BARKER and WALTER LIMA JOEL ELLIS, solicitors, 15, Bedford-row (business carried on by Charles Mylne Barker in his own name). August 30. (*Gazette*, September 2.)

GRAEME McARTHUR LOW and FRANCIS HENRY GRUGGON, solicitors, 16, Clifford's-inn, Fleet-street, London (debts due and owing to or by late firm will be received and paid by Graeme McArthur Low, 16, Clifford's-inn. September 1. (*Gazette*, September 2.)

## Companies.

### WINDING UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

STANDARD IRON AND STEEL COMPANY, LIMITED.—Petition for winding up, presented Aug 29, directed to be heard before the M. R. on Nov 6. Stophet and Rundle, Coleman st., vs. creditors for the petitioner PANHAWK CABLE COMPANY, LIMITED.—Stephen, J., has fixed Sept 13 at 12 at 11, New sq., Lincoln's inn, for the appointment of an official liquidator

[*Gazette*, Sept 2.]

## Obituary.

### MR. THOMAS DAVIS BAYLY.

Mr. Thomas Davis Bayly, barrister, died suddenly on the 20th ult., at the age of seventy-four. Mr. Bayly was the son of the late Mr. Charles Bayly, solicitor, of Frome, and he was born in 1805. He was called to the bar at Gray's-inn in Hilary Term, 1836, and he practised for several years on the Western Circuit, and at the Dorsetshire and Poole Sessions. From 1838 till 1843 he acted as a "Quorum" Commissioner of Bankruptcy for Somersetshire and Dorsetshire, but he had for several years retired from practice. Mr. Bayly was a magistrate for Dorsetshire, and in 1875 he was elected a bencher of the Honourable Society of Gray's-inn, and he was at the time of his death serving the office of treasurer.

### MR. THOMAS KELLY.

Mr. Thomas Kelly, solicitor and notary, of Plymouth, died from paralysis on the 25th ult. Mr. Kelly was the son of a well-known Plymouth solicitor. He was born in 1808 and was admitted a solicitor in 1832. He shortly afterwards succeeded to his father's practice, and he had carried on business at Plymouth for nearly forty-six years, and had been associated in partnership with Mr. Thomas Wolferstan. The deceased was a notary public and a commissioner to administer oaths in the Supreme Court of Judicature, and he had a large and important private practice, especially in connection with the shipping trade of Plymouth. He was for several years secretary to the Local Marine Board and to the Sutton Harbour Improvement Commissioners, and he was for a long time chief agent for the Conservative party at Plymouth. He took a very active part in municipal business, and he had been an alderman since 1859. He was elected mayor of Plymouth in 1855, and again in 1872.

## Creditors' Claims.

### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

ATKINSON, THOMAS, Rayleigh Club, Regent st, Gent. Oct 15. Jones v. Blair, V.C. Hall. Gadsden and Treherne, Bedford row  
BLAKELEY, JOSEPH, Bristol, nr Leeds. Oct 1. Bentley v. Hopkinson, V.C. Hall. Bury, Bristol  
BRADLEY, DANIEL, Birmingham, Wire Manufacturer. Sept 11. Boucher v. Emery, M.R. Burton, Birmingham  
BOWDON, WILLIAM, Duffield, York, Brewer. Sept 30. Turner v. Wilkinson, V.C. Malins. Turner, Beverley  
CAPEL, REBECCA, Cheltenham. Oct 1. Davis v. Bromet, V.C. Hall. Budd, Cheltenham  
CAVE, THOMAS, Wisbeach, Cambridge, Agricultural Engineer. Sept 12. Cave v. Cave, M.R. Gildard, Wisbeach  
HEAP, JOHN, Burnley, Jeweller. Sept 29. Nor'on v. Heap, M.R. Sutcliffe, Burnley  
JENKIN, HENRY, Wells road, Upper Sydenham. Oct 1. Welch v. Matland, M.R. Digby, circus pl, Finsbury circus  
KEMHEAD, HENRY MORRIS, The Lodge, Westbourne Park. Oct 6. Linday v. Cartwright, V.C. Hall. Hoy and Cartwright, Lombury  
OSBORNE, ALFRED, Ross, Hereford, Solicitor. Oct 1. Southall v. Osborne, V.C. Bacon. Davies, Ross  
PORTER, ELIZA, Lewes, Sussex. Sept 30. Porter v. Noakes, M.R. Bisset, Lewes  
RACINE, FRANCIS OLIVER LIDDELL, Lower Thames st, Ship Broker. Sept 29. Racine v. Racine, M.R. Harrison, Fowkes buildings, Great Tower st  
ROBERTS, ELIZABETH, Valentine rd, South Hackney. Oct 1. Rogers v. Wall, M.R. Hughes, St Benet's  
SINCLAIR, JOHN, Hombins, Lincoln, Gent. Sept 25. Sinclair v. Sinclair, M.R. Dyer, Epsom



SIMPSON, JOSEPH DYER, Golden sq, Gent. Nov 3. Simpson v. Hamlin, M.R. Mills, New sq, Lincoln's inn  
 WARBURTON, THOMAS FREDERICK, and MABEL CATHERINE WARBURTON, King's Langley, Herts. Oct 1. Warburton v. Harries, V.C. Hall, Markby and Co, New sq, Lincoln's inn  
 YATES, JAMES, Cleekeheaton, York. Oct 1. Ambler v. Yates, V.C. Barn. Curry, Cleekeheaton

[Gazette, Aug 15.]

### CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ALLENBY, HYNNAN, Felixstowe, nr Ipswich, Esq. Sept 13. Wilson and Son, Louth  
 ANDREWS, MARY, Mynydd, Glamorgan. Oct 25. Hartland and Co, Swansea  
 ANTON, JAMES PHILIP, Folkestone, Esq. Sept 30. Campbell and Co, Warwick st, Regent st  
 BERTLEY, RICHARD, Birmingham, Gent. Sept 20. Hawkes and Weekes, Birmingham  
 BRADFORD, ESTHER, Stamford. Oct 13. English, Stamford  
 BRYANT, THOMAS, Dudley, Worcester, Miner. Aug 26. Addison, Brighthelm  
 CLOTT, JOHN, Bilsen, Stafford, Boot Closser. Oct 21. Mason, Bilsen  
 CROUCH, HENRY, Butcher, Lancaster, Beer-seller. Oct 1. Parr and Sadler, Ormskirk  
 CHILD, DAVID, Merton, Surrey, Licensed Victualler. Oct 1. Powell, Pancras lane  
 COTTMAN, ARTHUR, Buckingham st, Strand, Solicitor. Sept 29. Carr and Co, Vigo st, Regent st  
 DEYATNES, ALGERNON ROBERT, Margate, Kent, Esq. Sept 30. Daniel, Ramsgate  
 HARRIST, ALICE, Maida vale. Oct 11. Davidson and Co, Spring garden  
 HATHURST, ROBERT, Preston Patrick, Westmorland, Miller. Oct 10. Thompson and Wilson, Kendal  
 HODGKINS, JOANNA AUSTEN, Tunbridge Wells. Oct 1. Spaul, Verulam buildings, Gray's inn  
 HOGG, JOHN, Winton Park, Durham, Innkeeper. Oct 17. Proud, Bishop Auckland  
 HOYLE, DUNCAN, Kames Castle, Scotland, Esq. Sept 30. Campbell and Co, Warwick st, Regent st  
 HUTCHINSON, ROBERT, Windermere, Westmorland, Gent. Oct 10. Thompson and Wilson, Kendal  
 LAYTON, JAMES, Millington, York, Innkeeper. Sept 15. Powell and Sargent, Pocklington  
 LUCAS, CATHERINE HELENA, West Worthing, Sussex. Oct 25. Lucascombe, Southampton st, Biomsbury  
 MERRING, DANIEL, Elwall, Derby, Gent. Dec 1. Hextall, Derby  
 NEW, FRANCIS THOMAS, Argyl rd, Kensington, Esq. Oct 6. Tucker and Co, King st, Chapside  
 PARK, WILLIAM, Kingswood, Gloucester, Farmer. Sept 22. Dauncey and Turner, Wotton-under-Edge  
 PERS, REV. WILLIAM LAW, Tunbridge Wells. Sept 22. Sprott, Mayfield  
 RANGL, WILLIAM, New North rd, Idington, Cow Keeper. Sept 30. Tappett and Co, Great St Thomas Apostle, Chapside  
 VALLIS, NICHOLAS, Newcastle-upon-Tyne, Retired Smith. Oct 1. Elison, Newcastle-upon-Tyne  
 WEALEY, THOMAS, Maidenhead, Bucks, Esq. Oct 24. Wright, Lincoln's inn fields

[Gazette, Aug 22.]

ALLENBY, HYNNAN, Felixstowe, nr Ipswich, Esq. Sept 13. Wilson and Son, Louth  
 ARNOLD, RICE OWEN, Brynnygroes, Merioneth, Esq. Dec 1. Paseringham, Bala  
 BATE, JAMES, Chetham, Manchester, Esq. Sept 29. Grundy and Co, Manchester  
 BERT, GEORGE, Compton Darville, Somerset, Yeoman. Sept 30. Collins, Ilminster  
 BERNER, MARTIN FREDERICK, Compton t'race, Islington, Gent. Nov 1. Pettiver, College st, College hill  
 CHALLIS, JOHN GEORGE, Bury St Edmunds, Coal Merchant. Sept 15. Salmon and Son, Bury St Edmunds  
 DAKYNE, MARY, East Bridgeford, Nottingham. Oct 1. Rooper, Lincoln's inn fields  
 DAVIES, JOHN THACKWAY, Bodley st, St Mary, Newington, Gent. Sept 22. Marston and Dadley, Southwark Bridge rd  
 EAST, FRANCES, Huntingdon. Sept 20. Greene and Mellor, Huntingdon  
 EVANS, REV. JOHN, Maidenhead, Clerk. Oct 1. Perry, Lincoln's inn fields  
 GOULD, JOSEPH, sen, Leek, Stafford, Silk Manufacturer. Oct 31. Challinor and Co, Leek  
 HART, LUCY, Camberwell New rd. Oct 1. Duffield and Bruty, Tokenhouse yard  
 HEYWORTH, JOSHUA, Ackworth, York, Esq. Oct 23. Sangster and Coleman, Pontefract  
 HOPKIN, THOMAS, Aberdare, Gent. Sept 20. Hopkin, Aberdare  
 HURDIS, WILLIAM, Mooraine st, Timber Merchant. Oct 9. Hollans and Co, Mincing lane  
 JONES, REV. ROBERT, Lower rd, Rotherhithe. Sept 29. Marsden and Son, Queen st, Chapside  
 LADD, JOSEPH, RUSSIA st, Chapside, Warehouseman. Sept 20. Pettiver, College st, College hill  
 LUCAS, THOMAS, Haycote, Westmorland, Yeoman. Oct 4. Downes, Windermere  
 MEDD, JOHN, Southport, Lancaster, Surgeon. Nov 1. Threlfall, Southport  
 MILLER, MARY, Preston, Lancaster. Oct 1. Gartside, Ashson-under-Lyne  
 MITCHELL, JOHN, Bath, Carver and Gilder. Sept 10. Stone and Co, Bath  
 NEVINS, ANNA NEVINS, Oxford st, Cheltenham. Sept 22. Solo, Cheltenham  
 OLIVANT, GEORGE, Sturton-on-a-Steeple, Nottingham, Farmer. Sept 20. Marshall, Retford

POOLE, EDWIN EDWARD, Keswick, Cumberland, Hotel Keeper. Oct 1. Lowthian, Keswick  
 PORTER, WILLIAM HENRY, Tamworth, New South Wales, School Teacher. Oct 18. Donithorne, Gracechurch st  
 PROVIS, JOHN, Chester, Esq. Oct 18. Donithorne, Gracechurch st  
 RAWSON, FREDERICK EDWARD, Thorpe-in-Sowerby, York, Merchant. Nov 1. Emmett and Walker, Hallifax  
 SHARPLES, JAMES, East Retford, Nottingham, Innkeeper. Sept 15. Marshall, Retford  
 SMART, HENRY THOMAS, King Henry's rd, Hampstead, Professor of Music. Oct 26. Racknam, Norwich  
 STILES, HENRY, Northleach, Gloucester, Solicitor. Nov 30. Stiles and Ward, Northleach  
 SWEETING, FRANCIS, Membury, Devon, Farmer. Sept 29. Forward, Axminster  
 THOMPSON, CHARLES WILLIAM, Lewes, Corporal, 6th Dragoons. Oct 1. Angell and Co, Gresham st  
 TILL, WILLIAM THOMAS, Billiter st, Tobacco Merchant. Oct 1. Marsh, Fen ch, Fenchurch st  
 TWIGG, WILLIAM, Cheshant, Hertford, Gent. Nov 1. Duffield and Bruty, Tokenhouse yard  
 WOOD, ELIZA, Belgrave terrace, Huddersfield. Oct 1. Laycock and Co, Huddersfield  
 WRIGHT, JOHN THOMAS, Worthing, Sussex, Gent. Oct 1. Bonner, Adelaide buildings, London bridge

[Gazette, Aug 26.]

## County Courts.

### HALIFAX.

Aug. 12.

The three years' purchase system as applied to machinery.  
 Messrs. John Fowler & Co., of the Steam Plough Works, Leeds, moved for an order directing Mr. J. I. Learoyd, the trustee under the liquidation of Messrs. Reside, Cliffe, & Thomas, coal merchants and carriers, of Barkisland, near Halifax, to hand over to Messrs. Fowler & Co. a traction engine which they had supplied to the debtors on a hire and purchase agreement. The facts were as follows:—In 1877, an agreement was entered into between the parties by which, in consideration of £514 15s., payable by instalments, Messrs. Fowler & Co. agreed to permit the hirers to use the said engine for eighteen months, and at the expiration of that time agreed to sell it to them for a further nominal consideration of £10. The agreement was in the form which Messrs. Fowler & Co. adopt, and provided amongst other things that the engine should be kept in repair by the hirers, and that they should always keep upon it a name plate bearing the words "John Fowler & Co., owners." When the eighteen months expired, a considerable portion of the instalments were in arrear; and at the request of the hirers, Messrs. Fowler & Co. agreed that they should continue to keep the engine on the terms of the agreement so far as they would apply; time being given for payment of the instalments in arrear. A few months afterwards, while a balance of the instalments still remained in arrear, the hirers filed a petition for liquidation of their affairs; and a receiver was appointed who took possession of the engine as part of their estate, and refused to give it up to Messrs. Fowler & Co., who formally demanded it from him as their property. A trustee was afterwards appointed, and on his refusal to hand over the engine, Messrs. Fowler & Co. commenced proceedings. At the hearing of the motion on Tuesday, it was proved that the traction engine was, at the date when the petition was filed, in the hands of the hirers on the terms of the agreement so far as they would apply to an extension beyond the eighteen months originally agreed for; and that throughout the whole of the time that the engine was in the possession of the hirers, and at the date when the petition was filed, there was affixed to it the plate bearing the words "John Fowler & Co., owners," and evidence was given by a number of witnesses, from various parts of the country, to the effect that the custom of letting out certain kinds of machinery (including traction engines), on the hire and purchase system, is an established and well-known custom. It was contended by the trustee that at the date when the petition was filed, the eighteen months having expired, the agreement was at an end; and that the debtors had ceased to be in the position of hirers, and had in fact become the purchasers of the engine; and also that, whether this were so or not, there was no custom of letting out machinery of the description in question to people carrying on the same business as the debtors; and that the engine at the date of the petition was in the order and disposition of the debtors as the reputed owners of it, and consequently passed to the trustee as part of their estate. The trustee mainly relied on a statement in writing, which had been sent to the debtors

(before the petition), and prepared on the footing that all the instalments were due as upon a purchase. It was, however, shown to the satisfaction of the judge that this was merely to show how the account would stand if the time for the purchase were extended, and was never intended to alter the original agreement. No evidence was called on behalf of the trustee. After hearing the evidence adduced on behalf of Messrs. Fowler & Co., and the arguments of counsel on both sides,

His Honour made an order directing the trustee to return the engine to Messrs. Fowler & Co. within a month, or to pay to them the arrears of the instalments, together with the nominal consideration mentioned in the agreement, and to pay the costs of the proceedings.

*E. Tindal Atkinson*, instructed by *Eddison & Eddison*, solicitors, Leeds, appeared for Messrs. John Fowler & Co.

*T. H. Jordan*, instructed by *Holroyde & Smith*, solicitors, Halifax, appeared for the trustee.

## LONDON GAZETTES.

### Bankruptcy.

FRIDAY, AUG. 29, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Gepp, Arthur Midway, Rood lane, Quins Merchant. Pet Aug 27. Brougham. Sept 10 at 12  
Semley, William Henry, Leyton, Essex, Provision Merchant. Pet July 8. Peppy. Sept 12 at 12

To Surrender in the Country.

Austen, David, Greenwich, Kent, Bootmaker. Pet Aug 22. Farnfield. Greenwich. Sept 12 at 2  
Baker, Robert, Saxfield, Suffolk, Grocer. Pet Aug 28. Grimsey. Ipswich. Sept 10 at 12  
Fraser, Edmund William, Bello Bridge rd, South Acton, Builder. Pet Aug 12. Ruston, jun. Brentford, Sept 9 at 3.15  
Gill, Thomas, Kettering, Northampton. Ironmonger. Pet Aug 27. Faulkner. Northampton. Sept 13 at 12  
Johnson, Richard Cuthbert, Middlesborough, Builder. Pet Aug 27. Crosby. Stockton-on-Tees, Sept 11 at 2.30  
Jones, William, Llangarfen, Hereford, out of business. Pet Aug 27. Caries, jun. Hereford. Sept 25 at 10  
Livingstone, William, Morecambe, Lancaster, Toy Dealer. Pet Aug 23. Hulston. Preston. Sept 13 at 11  
Pocock, Richard, Southcott, Wills, Farmer. Pet Aug 25. Townsend. Swindon. Sept 8 at 2.30  
Redford, John Peter, Station rd, Kew bridge, Law Stationer. Pet Aug 21. Ruston, jun. Brentford, Sept 16 at 2  
Richardson, Williamson, Leeds, Mill Crasher. Pet Aug 25. Cauterley. Leeds. Sept 24 at 11  
Waters, George, Llantarnau, Monmouth, Innkeeper. Pet Aug 21. Davis. Newport. Sept 10 at 11

TUESDAY, SEPT. 2, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bishop, Charles Augustus, and Charles Kenwick Kenelm Bishop, Marlborough, Organ Builders. Pet Aug 28. Brougham. Sept 12 at 11.30  
David, Herman, and Leon David, Ely pl, Diamond Merchants. Pet Aug 28. Brougham. Sept 16 at 12  
Tilney, James Horsfall, Eliaba Moody, and Frederick Flint, Fredericks pl, Surrey, Stone Masons. Pet Aug 29. Brougham. Sept 19 at 11.30

To Surrender in the Country.

Brickson, Henry, Barton-on-Humber, Butcher. Pet Aug 28. Daubney. Great Grimsey. Sept 13 at 11  
Davenport, Thomas, Manchester, Milliner. Pet Aug 29. Lister. Manchester. Sept 18 at 11  
Davies, John, Llandudno, Carnarvon, Lodging house Keeper. Pet Aug 28. Glynte Jones. Bangor. Sept 17 at 3  
Gray, William, Kingston-upon-Hull, Cooper. Pet Aug 28. Rollet. Kingston-upon-Hull. Sept 14 at 3  
Hopkins, John Joseph, Bromley, Salop, Brick Merchant. Pet Aug 28. Forts. Madeley. Sept 13 at 11  
Lawson, Christopher, Swinton, York, Engineer. Pet Aug 28. Crosby. Stockton-on-Tees. Sept 16 at 3  
Lowe, John, Leicester, Draper. Pet Aug 30. Moore. Leicester. Sept 16 at 12  
Seed, William, Preston, Cotton Spinner. Pet Aug 30. Hulston. Preston. Sept 18 at 11  
Teat, John, Bristol, Potato Dealer. Pet Aug 28. Harley. Bristol. Sept 17 at 2

### Liquidations by Arrangement.

#### FIRST MEETINGS OF CREDITORS.

FRIDAY, AUG. 29, 1879.

Alexander, John Thomas Albert, Fenchurch st, General Merchant. Sept 17 at 3 at offices of Christmas, Walbrook

Anderson, James, Middlesborough, Commission Merchant. Sept 10 at 3 at offices of Belk and Parrington, Post office chambers, Marlton rd, Middlesborough  
Aylife, Charles, Berkeley, Gloucester, Builder. Sept 12 at 1 at Berkeley Arms Hotel, Berkeley. Scott, Berkeley  
Bacon, Samuel, Minworth, near Birmingham. Leather Manufacturer. Sept 15 at 12 at offices of Foster, Bennett's hill, Birmingham  
Baines, George, Milcom, Cumberland, Builder. Sept 11 at 3 at offices of Hall, Mill  
Baldwin, John, Rufford, Lancaster, Farmer. Sept 11 at 11 at offices of France, Churchgate, Wigan  
Barnes, James, Hove, Sussex, Saddler. Sept 13 at 11 at offices of Fenner and Co, Gresham buildings, London. Goodman  
Barrow, John, Stoke Newington rd, Cabinet Maker. Sept 12 at 17 at offices of Dubois, Chancery lane. Lucas, Gt. James st, Bedford row  
Battersby, Joseph, Blackpool, Lancaster, Bootmaker. Sept 12 at 3 at offices of Blackhurst, Lyham st, Blackpool  
Bedford, Charles, Hyde rd, Hoxton, Cheshammonter. Sept 26 at 3 at offices of Lewis and Sons, Wilmington sq, Clerkenwell  
Bett, George, Theberton st, Islington, Grocer. Sept 18 at 2.30 at Cannon st Hotel. Curtis and Betts, South sq, Gray's inn  
Bird, Joseph, Swinton, York, Grocer. Sept 10 at 3 at offices of Webster and Skyring, Harthead, Shiffild  
Boddington, John, Chester, Bicycle Agent. Sept 13 at 11 at offices of Pointon, Albert chamber, Church side, Crews  
Bodderston, James, Crewe, Chester, Grocer. Sept 6 at 11 at offices of Warburton, Nantwich rd, Crewe  
Brick, William Morris, Dorstone, Hereford, Grocer. Sept 10 at 12 at Crown Hotel, Hay, Chesham, Hay  
Broadway, Henry, Brownhills, near Walsall, Butcher. Sept 10 at 12.30 at George Hotel, Walsall. Borman and Crompton, Birmingham  
Brookes, William, Llandudno, Carnarvon, Butcher. Sept 16 at 3 at Castle Hotel, Conway. Webster, Conway  
Brooks, David, Foulby, nr Wakefield, Tailor. Sept 18 at 3 at offices of Marsden and Co, Westgate, Wakefield  
Cannadine, William, York, Provision Dealer. Sept 11 at 11 at offices of Badger, Church st, Rothenham  
Cavendish, William Henry Alexander, George Delmar, Kingston, Surrey, Gen. Sept 24 at 2 at Guildhall Tavern, Gresham st. Fendrick Chambers, Samuel, Liverpool, Coal and Timber Merchant. Sept 11 at 2 at offices of Williams, Sweeting st, Liverpool  
Chambers, William, Great Yarmouth, Saltmaker. Sept 16 at 13 at offices of Rayson, Regent st, Great Yarmouth  
Clark, Arthur Richard, Brewer st, Golden sq, Packing Case Maker. Sept 5 at 4 at offices of Marshall, Chancery lane  
Clarke, Joseph Josiah, Cambridge terrace, Brompton, Draper. Sept 1 at 10.30 at offices of Tanner, Circus pl, Finsbury circus  
Clayton, James, Liverpool, Earthenware Dealer. Sept 12 at 3 at offices of Madden, Lord st, Liverpool  
Cleathore, Edward Thomas, Leeds, Ironfounder. Sept 9 at 11 at offices of Ford and Warren, Albion st, Leeds  
Coltman, William, Sydney pl, Stamford hill, out of business. Sept 13 at 2 at offices of Layt and Co, Budge row  
Conlathar, Matthew Jameson, Maryport, Cumberland, Painter. Sept 16 at 11.30 at 27a, Kirkby st, Maryport. Collin, Maryport  
Coort, Henry Thomas, Birmingham, Fruit Salesman. Sept 12 at 11 at offices of Brown, Waterloo st, Birmingham  
Croft, John Lockwood, Earlsbaton, York, Painter. Sept 15 at 11 at offices of Alfred Halliday Fryer, Church st, Dewsbury  
Danson, Margaret, Liverpool, Tailor Chandler. Sept 16 at 2.30 at offices of Brabner and Court, Cook st, Liverpool  
Davies, John, Llandudno, Carnarvon, Stone Mason. Sept 24 at 3 at offices of Chamberlain, Mostyn st, Llandudno  
Driffield, Alfred, Carnarvon, Printer. Sept 16 at 2.30 at Alexandra Hotel, Dale st, Liverpool. Jones, Liverpool  
Evans, Euseb, Penryn, Cornwall, Grocer. Sept 10 at 1 at Queen's Hotel, Four Crosses, Ffestiniog. Ellis, Four Crosses  
Fairthorne, John, Longcott, Berks, Farmer. Sept 13 at 10.30 at offices of Kinneir and Forns, High st, Swindon. Baines, Farrinadon  
Fish, Richard, Accrington, Lancaster, out of business. Sept 11 at 3 at Abbey Inn, Bank st, Accrington. Whalley, Accrington  
Flawish, John, Easingwold, York, Grocer. Sept 11 at 12 at offices of Crumlie, Stonegate, York. Robinson and Son, Easingwold  
Flint, William Oliver, Walsall, Gas Fitter. Sept 12 at 11 at offices of Ferry, Ann st, Birmingham  
Foster, Thomas, North Shields, Carver and Gilder. Sept 10 at 3 at offices of Hensolden, King st, South Shields  
Fryer, James Daniel, Great Yarmouth, Baker. Sept 12 at 11 at offices of Costerton, Queen st, Great Yarmouth  
Gage, James, Liverpool, Wholesale Stationer. Sept 13 at 2 at offices of Gibson and Co, South John st, Liverpool. Tyrer and Co, Liverpool  
Glover, Andrew, Jan, Stourport, Worcester, Accountant. Sept 13 at 3 at offices of Waisan, Bridge st, Stourport  
Goddard, Alfred James, Hartley Wintney, Southampton, Grocer. Sept 11 at 12 at offices of Chandler and Son, Basingstoke  
Goodman, Samuel, Redruth, Cornwall, Upholsterer. Sept 11 at 11 at offices of Downes and Co, Redruth  
Gray, Frederick, Piccadilly, Financial Agent. Sept 6 at 12 at Westminster Palace Hotel, Victoria st, Westminster. Scholes, Queen st, Cannon st  
Greene, Andrew Blake, Aspland grow, Hackney, Agent for American Novelties. Sept 12 at 3 at New Auction Mart, Poultry. Daniel  
Gremble, Thomas, Nottingham, General Dealer. Sept 10 at 11 at offices of Stevenson, Weekday cross, Nottingham  
Hall, Benjamin, Chatham, Clothier. Sept 13 at 11 at offices of Lomas and Co, Old Jewry chambers, Mitchell, Rochester  
Halsand, William, jun, Sunderland, Plumber. Sept 10 at 11 at offices of Lawson, Villiers st, Sunderland  
Harmer, Frederick Hiram, Bournemouth, Carpenter. Sept 16 at 3 at offices of Aldridge and Sharp, Westover villa, Bournemouth  
Harmston, George, Llanco, Watchmaker. Sept 10 at 11 at offices of Page, Jun, Flaxengate, Lincoln  
Harris, Robert, Trowbridge, Tiler. Sept 10 at 12 at offices of Rogers, Fore st, Trowbridge  
Heaps, James, Long Eaton, Derby, Stationer. Sept 10 at 12 at the Assembly rooms, Low pavement, Nottingham. Heath and Son, Nottingham

Hodges, Alfred Lenton, Broadstairs, Gent. Sept 10 at 2 at offices of Sparkes, Harbour st, Ramsgate  
 Hooker, James, Mitcham, Farmer. Sept 10 at 11 at the Greyhound Hotel, Croydon. Gregory, Moorgate st  
 Howth, William, Pendlbury, Lancashire, Coal Pit Sinker. Sept 15 at 3 at offices of Kearsley and Co, Brazenos st, Manchester  
 Hudson, Mark, Birmingham, Glass Shade Manufacturer. Sept 8 at 3 at offices of East, Temple st, Birmingham  
 Johnson, George Henry, Birmingham, Fruiterer. Sept 9 at 3 at offices of Fallows, Cherry st, Birmingham  
 Jones, Abel, Rhyl, Flint, Builder. Sept 10 at 11 at the Queen's Hotel, Railway Station, Chester. Davies, Holywell  
 Keys, Francis Thomas, Knottley, York, Tobacconist. Sept 12 at 2 at offices of Spink, Pontefract  
 Kidd, Arthur, Manchester, Floor Cloth Dealer. Sept 12 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester  
 Killa, James, Lougharne, Carmarthen, Hotel Keeper. Sept 13 at 10.15 at offices of Griffiths, St Mary st, Carmarthen  
 Kirby, John Henry, Birmingham, Chemist. Sept 13 at 3 at offices of Chester, Moor st, Birmingham  
 Lancashire, James, Great Dover st, Southwark, Portland Cement Manufacturer. Sept 23 at 1 at offices of Doyle and Sons, Carey st, Lincoln's Inn  
 Leary, Thomas, Bradford, Stuff Merchant. Sept 11 at 3 at offices of Harris and Hallstone, Market st chambers, Market st, Bradford  
 Maddison, James, South Shields, Cab Driver. Sept 15 at 11 at offices of Wawn, Barrington st, South Shields  
 Metcalfe, George, Yeading, York, Grocer. Sept 11 at 12 at offices of Malcolm, Park row, Leeds  
 Mills, Hester, Longham, Dorset, Grocer. Sept 10 at 2 at offices of Dibben, Wimborne  
 Mort, Alexander, Asley, Lancashire, Farmer. Sept 9 at 10.30 at offices of Whiteing, Exchange st, Bolton  
 Nichols, William Shaw, Bradford, Engineer. Sept 12 at 11 at offices of Berry and Robinson, Charles st, Bradford  
 Norton, Thomas, Porechester rd, Baywater, Builder. Sept 6 at 3 at the Inns of Court Hotel, Holborn. Tucker, Chancery lane  
 Orford, John, Greenwich, Coal Merchant. Sept 17 at 3 at offices of Hogan and Hughes, Martin's lane, Cannon st  
 Owen, Owen Lloyd, Trawsfynydd, Merioneth, Draper. Sept 11 at 1 at Queen's Hotel, Four Crosses, Festiniog. Ellis  
 Palmer, John, and John James Palmer, Church st, Edgware rd, Furnishing Ironmongers. Sept 10 at 3 at offices of Cooper, Chancery lane  
 Peel, William, Derby, Builder. Sept 15 at 11 at offices of Norton, St James's st, Derby  
 Perry, William Goodman, Havesham, Buckingham, Miller. Sept 10 at 3 at Swan Hotel, Newport Pagnell. Stimson, Bedford  
 Percy, Frederick John, Henley-in-Arden, Warwick, Builder. Sept 8 at 3 at offices of Fallows, Cherry st, Birmingham  
 Pitt, Benjamin, Manchester, Draper. Sept 10 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester  
 Powkitt, George, Brondes Burton, York, Farmer. Sept 8 at 3 at Dacre Arms Inn, Brondes Burton. Balinton, L'Esprit, Beverley  
 Pound, Henry, Ashbury, Berks, Miller. Sept 12 at 2 at offices of Kinner and Tombs, High st, Swindon  
 Ramsbottom, Richard, Little Bolton, Lancaster, Clogger. Sept 11 at 3 at offices of Grundy, Mawdsley st, Bolton  
 Raper, John, and James Eddy, Stockton-on-Tees, Builders. Sept 5 at 11 at Queen's Hotel, Station terrace, Bishopston lane, Stockton-on-Tees. Tweedy, Stockton-on-Tees  
 Roberts, George, Birmingham, Nottingham, Farmer. Sept 13 at 11 at offices of Marshall, Chapelgate, East Retford  
 Robinson, George, Jun, Sutterton Fen, Lincoln, Wheelwright. Sept 13 at 13 at offices of Millington and Stimson, Barge, Boston  
 Robinson, John, Middlesborough, Builder. Sept 8 at 2 at offices of Teale, Albert rd, Middlesborough  
 Robson, Joseph, and Robert Robson, Farnston, Uxham, Grocers. Sept 17 at 11 at offices of Skidell, Eveside Bridge, Durham  
 Ross, George Sharpe, Halifax, Hoiler. Sept 13 at 10 at offices of Rhoads, Harnley st, Halifax  
 Samuel, Emanuel, Gover st, Farnham. Sept 12 at 2 at offices of Ladbury and Co, Chesapeake. Ashley and Te, Frederick's pl, Old Jewry  
 Saunders, Owen, Stockton-on-Tees, Provision Dealer. Sept 9 at 3 at offices of Tweedy, High st, Stockton-on-Tees  
 Sayers, Charles William, South Norwood, Carpenter. Sept 17 at 2 at offices of Emmott, Budge row, Cannon st  
 Scholes, Elizabeth, Leeds, Milliner. Sept 11 at 12 at offices of Horsfall and Latimer, Park row, Leeds  
 Shales, Arthur, Sunderland, Licensed Victualler. Sept 10 at 12 at offices of Moore and Co, Fawcett st, Sunderland  
 Shaw, Arthur, Hanley, Stafford, Oven Builder. Sept 8 at 11 at Albion Hotel, Old Hall st, Hanley. Sword, Hailey  
 Start, George, Saffron Walden, Essex, Cabinet Maker. Sept 8 at 1 at offices of Ackland and Son, King st, Saffron Walden  
 Sumner, James, Norbiton, Kingston-on-Thames, Builder. Sept 11 at 3 at offices of Buckland, Brook st, Kingston-on-Thames  
 Summes, William Henry, Shajkin, Isle of Wight, Upholsterer. Sept 9 at 2 at York Hotel, Ryde. Joyce, Newport  
 Swift, William Marriott, Leeds, Grocer. Sept 10 at 3 at offices of Ford and Warren, Albion st, Leeds  
 Terry, Edwin Howard, Great College st, Camden Town, Undertaker. Sept 8 at 11 at offices of Browne-Kidder and Son, John st, Bedford row  
 Todd, Christian, Seoughmire, Cumberland, Farmer. Sept 8 at 12 at offices of Johnson, Scotch st, Carlisle  
 Topper, William, Herbert st, Hackney rd, Boot and Shoe Manufacturer. Sept 9 at 3 at offices of Cooper, Chancery lane  
 Turkington, Alfred, Southport, Ironmonger. Sept 11 at 3 at offices of Gibson and Co, South John st, Liverpool. Welby and Co, Southport  
 Turnbull, James, Chester, Coal Merchant. Sept 16 at 2.30 at Queen Hotel, General Railway Station, Chester. Bridgeman and Co  
 Wadsworth, Alfred, Doncaster, York, Surgeon. Sept 15 at 3 at offices of Verity, Frenchgate, Doncaster  
 Watson, William James, Sunderland, Paint and Colour Manufacturer. Sept 11 at 1 at offices of Butterell and Roche, John st, Sunderland

Watts, Walter James, Rotherhithe, Surrey, Boat Builder. Sept 18 at 3 at 11, Ironmonger lane, Cheapside. Keen and Marsland, Mark lane  
 Wells, William, Bristol, Commission Agent. Sept 11 at 2 at offices of Barnard, Small st, Bristol  
 Whittaker, Hannah, Keighley, York, Grocer. Sept 10 at 2 at offices of Clarkson, Keighley  
 Wilby, Simon, and Lavi Wilby, Ovest, York, Blacksmith. Sept 13 at 11 at Royal Hotel, Wood st, Wakefield. Lodge, Wakefield  
 Wilcox, William, Colwall, Hereford, Builder. Sept 11 at 12 at Beauchamp Hotel, Great Malvern. Lombart, Malvern  
 Widdy, William Lawrence, Gracechurch st, Ironfounders' Agent. Sept 9 at 3 at offices of Rogers and Clarkson, Walbrook  
 Wilson, Barkly Charles, Foster lane, Cheapside, Lace Manufacturer. Sept 12 at 11 at Guildhall Coffee house, Gresham st. Wolferstan and Co, Ironmonger lane  
 Wood, Samuel, Manomingham, York, Plumber. Sept 8 at 11 at 11, New Inn, Bradford. Lees and Co  
 Wynne, Robert, William, and Maurice Jones, Elgo Hill, Liverpool  
 Stone Merchants. Sept 15 at 3 at offices of Jones, Cook st, Liverpool

TUESDAY, Sept. 2, 1879.

Arbry, Francis, Burton Hill, Bristol, Builder. Sept 11 at 2 at offices of Nurse, Corn st, Bristol  
 Atkins, Isabella, Gateshead, Durham, Dealer in Boots and Shoes. Sept 19 at 12 at offices of Shipley and Hoyle, Collingwood st, Newcastle-on-Tyne  
 Badgery, John, Bodmin, Cornwall, Livery Stable Keeper. Sept 13 at 11 at offices of Collins, Fore st, Bodmin  
 Baines Thomas, Borough High st, Licensed Victualler. Sept 15 at 12 at offices of Layton and Co, Budge row  
 Balls, Stephen, Little Queen's st, Leno's inn fields, Refreshment House Keeper. Sept 12 at 11 at offices of Wile, St Martin's st, Leicester sq  
 Blackburn, George, Whitehaven, Cumberland, Watchmaker. Sept 16 at 11 at offices of Paiton, Irish st, Whitehaven  
 Bluck, George Marsh, Comey Lebowood, Salop, Farmer. Sept 12 at 12 at offices of Chandler, Talbot chambers, Suresbury  
 Bod, Edwin Halsehead, Westbourne, George Hill, Warwick, out of business. Sept 17 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham  
 Booth, Thomas Hooper, Worcester, out of business. Sept 15 at 11 at offices of Tre and Son, High st, Worcester  
 Brayshaw, Benjamin Bray, Stratford, Essex, Pawnbroker. Sept 19 at 12 at offices of Haynes and Clifton, Rokeby House, Stratford  
 Briscoe, Robert, Maryport, Cumberland, Grocer. Sept 16 at 10 at offices of Collin, Kirkby st, Maryport  
 Broadbent, James Braithwaite, Strangeways, Manchester, Leather Dealer. Sept 13 at 3 at offices of Cobbett and Co, Brown st, Manchester  
 Brown, Alfred Thomas, and Jesse Foster Broughton, Tetney, Lincoln, Grocer. Sept 18 at 12 at Cogan House, Bowdley lane, Kingston-upon-Hull. Cook, Kingston-upon-Hull  
 Brown, Frederick, Hoyland Nether, York, Brick Manufacturer. Sept 16 at 12 at offices of Purrett, Bank st, Sheffield  
 Brown, Henry, Bishopsgate st Without, Baker. Sept 15 at 1 at offices of Reed and Lovell, Gai duell chambers, Basinghall st  
 Brown, Llewellyn, Swansea, Sadler. Sept 16 at 11 at Central Hotel, Swansea. John, Swansea  
 Burt, Richard, Aldershot, Southampton, Timber Merchant. Sept 12 at 2 at Royal Hotel, Wellington st, Aldershot. Beal and Martin, Reading  
 Casey, James, Liverpool, Restaurant Keeper. Sept 16 at 2 at offices of Dixon and Syers, Lord st, Liverpool  
 Cutting, James Thomas, Hope cottages, Hornsey, Brickmaker. Sept 12 at 3 at offices of Hopkins, Moorgate Station buildings  
 Chambers, George, Queen Victoria st, Boot and Shoe Salesman. Sept 13 at 2 at offices of Gibney, Queen Victoria st  
 Chapman, William, and William Hams, jun, Challock, Kent, Farmers. Sept 17 at 3 at offices of Hallett, and Co, Ashford  
 Clough, Peter, Barton-upon-Irwell, Lancaster, Servant. Sept 19 at 3 at offices of Gardner, Copps st, Manchester  
 Cockton, Henry, Middlesborough, Painter. Sept 18 at 11 at offices of Jackson and Jackson, Albert rd, Middlesborough  
 Cole, Thomas, Netherthorpe, Worcester, out of business. Sept 15 at 11 at offices of Wall, High st, Stourbridge  
 Cox, Edwin, High Holborn, Ironmonger. Sept 17 at 12 at offices of Stoneham and Legge, Philipot lane  
 Crosland, Benjamin, West Ardsley, York, out of business. Sept 19 at 11 at offices of Truswell, Bent chambers, Commercial st, Batley. Parker, Batley  
 Cross, Alfred, Dudley, Milkman. Sept 12 at 10.30 at offices of East, Temple st, Birmingham  
 Cress, John, Blackpool, Blacksmith. Sept 15 at 3 at offices of Blackhurst, Lytham st, Blackpool  
 Day, Robert, and John Day, Eynham, Oxford, Farmers. Sept 15 at 11 at offices of Bickerton, St Michael's chambers, Salp st, Oxford  
 Dorey, Thomas, Waterloo, Lancashire, Carpet Dealer. Sept 15 at 3 at offices of Madden, Lord st, Liverpool  
 Drury, John, and Samuel Rhodes, Bradford, Coal Merchants. Sept 13 at 11 at offices of Terry and Robinson, Market st, Bradford  
 Durham, James, Leeds, Cordial Manufacturer. Sept 13 at 11 at offices of Dale, Albion st, Leeds  
 Edwards, Joseph, Shepton, Hereford, Farmer. Sept 23 at 1.30 at offices of Edwards and Weaver, Corn Exchange chambers, Loominster. Corner, Hereford  
 Ellis, George, Birmingham, Tailor. Sept 15 at 3 at offices of Fallows, Cherry st, Birmingham  
 Exley, James, and William Exley, Otley, York, Whitesmiths. Sept 17 at 2 at offices of Whitely, Albion st, Leeds. Siddall, Otley  
 Fairburn, Thomas, Belgrave, Leicester, Pavor. Sept 15 at 3 at offices of Wright and Hinks, Bevoise st, Leicester  
 Fenton, Richard, Savile Town, York, Lime and Stone Merchant. Sept 19 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury  
 Fitzgerald, John, South Bank, York, Chemist. Sept 15 at 13 at offices of Robson, Linthorpe rd, Middlesborough  
 Fothergill, Joseph, Middlesborough, Corn and Flour Dealer. Sept 17 at 11 at offices of Jackson and Jackson, Albert rd, Middlesborough  
 Gibson, Alexander, Moreton Say, Salop, Dairyman. Sept 16 at 11 at offices of Pearson, Westbury House, Market Drayton



Gillingham, William, Railway approach, Crystal Palace, House Agent. Sept 17 at 2 at offices of Clift, Cheapside

Gittins, Alfred Henry, K'dderminster, Builder. Sept 16 at 3.30 at offices of Miller and Co, Church st, Kidderminster

Golden, Edward, Northgate, Dewsbury, Ironmonger. Sept 18 at 10.30 at offices of Golden, Northgate, Dewsbury. Armitage, Huddersfield

Goodman, Harris, Commercial st, Spitalfields, Boot and Shoe Manufacturer. Sept 15 at 2 at offices of Gray, Finsbury place

Green, Sir George Wade Guy, Ladbrook grove rd, Notting hill, General in the Army. Sept 24 at 3 at offices of Lumley, Conduit st, Bond st

Hale, Richard, St James's cottages, Battersea, Builder. Sept 12 at 3 offices of Cooper, Chancery lane

Harrington, Walter, Mickleham, Dartford, Kent, Watchmaker. Sept 15 at 3 at offices of Marchant and Co, Ludgate hill

Heard, William Henry, Tavistock, Devon, Veterinary Surgeon. Sept 12 at 12 at offices of Bridgman, Church lane, Tavistock

Hewett, James, St James's rd, Stratford, out of business. Sept 13 at 11 at offices of Blake and Weall, Surrey st, Strand

Heyworth, John, and Samuel Law, Smithy Bridge, nr Rochdale, Tanners. Sept 22 at 11 at the Wellington Hotel, Rochdale, Eastwood, Todmorden

Hidlich, Joseph, Goldenhill, Stafford, Tailor. Sept 16 at 12 at offices of Cooper and Co, John st, Tunstall

Hedges, John Payne, Dorington, Gloucester, Farmer. Sept 12 at 12 at the Shakespeare Hotel, Stratford-upon-Avon. Slater and Co, Stratford-upon-Avon

Holland, William Henry, Leicester, Timber Merchant. Sept 12 at 3 at offices of Onston and Dickinson, Friar lane, Leicester

Hopkins, Frederick, Clifton, Bristol, Photographer. Sept 17 at 11 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Perham, Bristol

Houghton, Edwin Herbert, Glossop, Derby, Gas Fitter. Sept 17 at 3 at offices of Smith, Warren st, Stockport

Hudson, Jonas Gill, Morcambe, Lancashire, Innkeeper. Sept 15 at 3 the Victoria Hotel, Victoria st, Morcambe. Robinson, Skipton

Hustwaye, John Dymock, Nottingham, Draper. Sept 15 at 12 at offices of Belt, Middle pavement, Nottingham

Jarvis, Thomas, Leicester, Baker. Sept 15 at 3 at offices of Smart and Jeffs, Silver st, Leicester. Buckley, Leicester

Jay, George Pennington, Maldon, Essex, out of business. Sept 25 at 11 at the Castle and Falcon Hotel, Aldersgate st, Jones, Church passage, Chancery lane

Johnson, Peter, and John Batista Johnson, Blackpool, Licensed Victuallers. Sept 19 at 3 at offices of Blackhurst, Lytton st, Blackpool

Kestledon, Henry, Walsall, Whip Thong Makers. Sept 13 at 10.30 at offices of East, Temple st, Birmingham

Lakeman, John Francis, St. Austell, Cornwall, Carpenter. Sept 17 at 3 at 3 Hotel rd, St. Austell. Coope and Co, St. Austell

Lavers, Richard, Quethick, Cornwall, Miller. Sept 15 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth

Lawrence, Mary and Elizabeth, Ulverston, Lancaster, Boarding School Mistresses. Sept 15 at 12 at Temperance Hall, Ulverston. Pearson, Ulverston

Laycock, Joseph, Bradford, York, Coal Merchant. Sept 12 at 3 at offices of Beverley, Hustlegate, Bradford

Leech, Sarah Ann, Chester, Milliner. Sept 12 at 12 at offices of Labury and Co, Chesapeake, London. Tatlock, Chester

Lewis, George William, Cheddle, Chester, Beerhaus Keeper. Sept 18 at 3 at offices of Brown and Ainsworth, St Peter's gate, Stockport

Livermore, Shadrach, Great Wilbraham, Cambridge, Farmer. Sept 15 at 12 at offices of Barlow and Co, Gt St Andrew's st, Cambridge

Lomas, William, Berough High st, Southwark, Commercial Traveller. Sept 11 at 11 at offices of Howard, Southampton buildings, Chancery lane

Lombardini, Frances Napoleon Bernardo, Exeter, out of business. Sept 8 at 11 at Craven Hotel, Craven st, Strand, London, in lieu of the place originally named

Menley, Arthur Corden, Borrowash, Derby, Miller. Sept 19 at 3 at 18, Wardwick, Derby. Cooper and Chawner, Uttoxeter

Mann, John, Leicester, Pork Butcher. Sept 16 at 3 at offices of Wright and Hinks, Belvoir st, Leicester

Marsh, William, Peterborough, Northampton, Coal Merchant. Sept 12 at 12 at offices of Ayter and Brown, Queen st, Peterborough

Marshall, Henry Charles, Bridgewater sq, Barlborough, Artificial Flower Manufacturer. Sept 17 at 3 at the Guildhall Coffee house, Gresham st. Press and Sons, Old Jewry chambers

Marin, Johnson, Kersley, Lancaster, Surgeon. Sept 18 at 11 at offices of Dowling and Urry, Wood st, Bolton

Mather, Ebenezer Joseph, Richmond, Surrey, Mortgage Broker. Sept 13 at 2 at offices of Carter, Old Jewry chambers, Old Jewry

McBride, Edward, jun, Hulme, Manchester, Builder. Sept 26 at 3 at offices of Sutton and Elliott, Fountain st, Manchester

McInyre, William, Odham, Southampton, Surgeon. Sept 25 at 12 at the Masonic Hall, Church st, Basingstoke. Shenton

Nedd, Edwin, Laister Dyke, York, Licensed Victualler. Sept 12 at 11 at offices of Beverley, Hustlegate, Bradford

Mitchell, James Fraser, Taunton, Somerset, Carrier. Sept 18 at 11 at offices of Kite, East st, Taunton

Moody, Stead, Knowle, York. Sept 19 at 11 at offices of Stapleton, Union st, Dewsbury

Morris, Thomas, Manchester, Grocer. Sept 22 at 3 at the Mire Hotel, Cathedral gates, Manchester. Rideal, Manchester

Murphy, John, Bolton, Lancashire, Saddler. Sept 15 at 3 at offices of Chambers, Chancery chambers, Fild st, Bolton

Neale, George Albert, George st, Camberwell, Builder. Sept 23 at 4 at offices of Morphet and Hanson, King st, Cheapside. Terry, King st, Cheapside

Newman, Frederick, Gosport, Southampton, Hotel Keeper. Sept 19 at 2 at the London Bridge Hotel, Southwark. Best and Scotney, Winchester

O'Brien, Thomas, Bolton, Lancashire, Commission Agent. Sept 13 at 11 at the Royal Hotel, Dale st, Liverpool. Walker, Bolton

Oliver, Edward Rogers, Park, St Clement, Farmer. Sept 17 at 3 at offices of Paul, Quay st, Truro

Painter, Samuel, Hanham, Gloucester, Carpenter. Sept 11 at 11 at offices of Nurse, Corn st, Bristol

Perry, Ann, Blisnavon, Monmouth, Grocer. Sept 15 at 2 at offices of Gibbs and Llewellyn, Tredegar place, Norwich

Payne, John, Kettering, Northampton, Plumber. Sept 16 at 2 at offices of Toller, Montgomery st, Kettering

Pearce, Samson, York villas, Shepherd's Bush, Coal Merchant. Sept 10 at 12, at 7, Bourne st, Fleet st. Woolls and Co

Perry, Louis, Walsworth rd, Surrey, Baker. Sept 17 at 2 at offices of Bricheton and Co, Bishopsgate at Withcut

Potts, Feargus Bannister, Ash Green, nr Coventry, Artificial Marble Manufacturer. Sept 11 at 11 at offices of Hughes and Massey, Little Park st, Coventry

Previll, William, Redcar, York, Butcher. Sept 15 at 11 at offices of Stubbs, Albert rd, Middlesbrough

Ralston, William Linton, Boston rd, Hanwell, Builder. Sept 12 at 11 at offices of Scott, Aldermanbury

Reed, John Alexander, Newton Abbot, Beerhouse Keeper. Sept 12 at 3.30 at offices of Watts, Newton Abbot

Rhodes, Christopher, Rusholme, Manchester, Brewer. Sept 18 at 11 at offices of Kershaw & Co, Booth st, Manchester

Rogers, Frederick William, Wetherburn rd north, Barnbury, Beds. Sept 23 at 2 at Law Institution, Chancery lane. Hughes, St Dunstons place, Gracechurch st

Rollinson, Wilfrid rd, Leicester, Tool Dealer. Sept 15 at 12 at offices of Hunter and Curtis, Halford st, Leicester

Selig, Edwin, Winchester st, Monkwell st, Merchant. Sept 24 at 11 at offices of Coburn and Young, Lodenhall st

Sladen, Samuel, Gaisley, York, Farmer. Sept 15 at 3 at offices of North and Sons, East parade, Leeds

Slater, Thomas Henry, Lorgton, Stafford, Grocer. Sept 9 at 11 at offices of Welch, Caroline st, Longton

Smith, Abolom, and John Booth, Blackburn, Manufacturer. Sept 12 at 4 at offices of Addleshaw and Warburton, Norfolk street, Manchester

Teague, Henry, Upper Parkstone, Dorset, Potter and Builder. Sept 11 at 11 at offices of Barrett, Hill st, Poole

Smith, Thomas, West Gorton, Lancashire, Beer Dealer. Sept 12 at 11 at 35, Cannon st, Manchester. Harris, Manchester

Stagg, Leonard, Bridport, Dorset, Watchmaker. Sept 15 at 3 at offices of Lock and Son, High West st, Dorchester

Stand, John, Leeds, Boot Manufacturer. Sept 15 at 11 at offices of Scott, Albion st, Leeds

Walker, Henry Peter, King st, Accountant. Sept 10 at 3 at offices of Wetherfield, Queen st, Cheapside

Wall, John, jun, St Leonard's-on-Sea, Boot Maker. Sept 17 at 11 at the Law Institution, Chancery lane. Neve, St Leonard's-on-Sea

Walmley, Thomas, Adlington, Lancashire, Flagger. Sept 10 at 11 at offices of Wilson, King st, Wigan

Walters, Elijah, Swansea, General Dealer. Sept 10 at 12 at offices of Leyson, Fisher st, Swansea

Walton, Robinson, Keighley, York, Cab Proprietor. Sept 15 at 3 at offices of Clarkson, Keighley

Ward, William, Thorne, York, Waterman. Sept 12 at 3 at offices of Kenyon and Son, Thorne

White, Richard, Costessy, Norfolk, Farmer. Sept 15 at 12 at offices of Emerson, Rampant Horse st, Norwich

White, Thomas, Carnarvon, Quarry Manager. Sept 19 at 11 at the Queen's Hotel, Bangor st, Carnarvon. Williams and Hughes, North-y-Aur, Carnarvon

Williams, James, Hecoluch, Glamorgan, Grocer. Sept 16 at 12 at offices of Rosser, High st, Pontypridd

Williams, John Morris, Liverpool, Liverpool, Wine Merchant. Sept 15 at 11 at offices of Sheen and Broadhurst, North John st, Liverpool

Jones, Liverpool

Winterbottom, Joshua, Oldham, Grocer. Sept 17 at 3 at the County Court Offices, Church lane, Oldham. Hanchett and Wainman, Oldham

Wood, Charles, Greenwich, Kent, Lighterman. Sept 15 at 3 at offices of Digges, Hibernia chambers, London Bridge. Thompson, Hibernia chambers

Woodward, Joseph, Bulkington, Warwick, Butcher. Sept 13 at 11 at offices of Hughes and Massey, Little Park st, Coventry

Yates, William, Pendilton, Lancashire, Grocer. Sept 17 at 3 at offices of Boddington and Ball, Princess st, Manchester

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